

**OPEN MARKET  
Request for Quotations  
Lowest Price, Technically Acceptable**

RFQ Number: USCA 12-002

Request Date: July 6, 2012

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*(PUBLIC NOTIFICATION)*

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**Special Notes:**

This is a request for **Open Market Pricing**.

**Installation of Racks, Fiber Cabinets, and Fiber Optic Cables for Server Rooms and Intermediate Distribution Frame (IDF) Rooms**

Quotes may be faxed or e-mailed to the below listed address by **close of business day (Tuesday, July 31, 2012)** local time, **no exceptions**. However, hand-carried quotes are to be delivered by the same time at (333 Constitution Ave., NW Rm 5327 Washington, DC 20001) to (Attention: (Dana L. Bethea)). Submit a technical proposal describing your approach and project management in accordance with the attached scope of work.

**A fixed price award from this RFQ will be made based on the lowest priced, technically acceptable offer.**

Quotes and questions concerning this RFQ should be addressed to:

*Dana L. Bethea*

*U.S. Court of Appeals*

*333 Constitution Ave., NW*

*Rm 5313 - Procurement*

*(202) 216-7297 office*

*(202) 273-0633 fax*

*dana\_bethea@cad.uscourts.gov*

Services are to be performed at: *(E. Barrett Prettyman Courthouse, 333 Constitution Ave., NW Washington, DC 20001).*

Sincerely,

*Dana L. Bethea*

Contracting Officer

## SCOPE OF WORK

U.S. Courts – D.C. Circuit

### Installation of Racks, Fiber Cabinets, and Fiber Optic Cables for Server Rooms and Intermediate Distribution Frame (IDF) Rooms

Date: July 6, 2012

Scope:

1A	Provide and install a 2 Post Rack and rack-mounted Fiber Cabinets in Room 5403 (outer room) for two sets of 300 (total 600) 50/125 10G multimode fiber optic cables with SC connectors.
1B	Provide and install 200 1-meter and 100 2-meter 50/125 10G multimode fiber optic cables with SC to SC connectors between the two sets of Fiber Cabinets in Room 5403 (outer room).
2A	Provide and install a 2 Post Rack and rack-mounted Fiber Cabinets in inner Room 5403 (District Court) for 204 50/125 10G multimode fiber optic cables with SC connectors.
2B	Provide and install 192 50/125 10G multimode fiber optic cables with SC connectors between the Fiber Cabinets in Room 5403 (outer room) and Room 5403 (District Court).
2C	Provide 204 3-meter 50/125 10G multimode fiber optic cables with SC to LC connectors.
3A	Provide and install Fiber Cabinets (into existing rack) in inner Room 5403 (Court of Appeals) for 108 50/125 10G multimode fiber optic cables with SC connectors.
3B	Provide and install Fiber Cabinets (into existing rack) in inner Room 5403 (Court of Appeals) for 48 62.5/125 10G multimode fiber optic cables with SC connectors.
3C	Provide and install 108 50/125 10G multimode fiber optic cables with SC connectors between the Fiber Cabinets in Room 5403 (outer room) and Room 5403 (Court of Appeals).
3D	Provide 108 2-meter 50/125 10G multimode fiber optic cables with SC to LC connectors and 48 2-meter 62.5/125 10G multimode fiber optic cables with SC to LC connectors.
4A	Provide and install rack-mounted Fiber Cabinet (into existing rack) into each of the 12 Annex IDFs (2 IDFs per floor * 6 floors) for 12 50/125 10G multimode fiber optic cables with SC connectors.
4B	Provide and install one 12-strand 50/125 10G multimode fiber optic cable with SC connectors between each of the 12 Annex IDFs (2 IDFs per floor * 6 floors) and Room 5403 (outer room) for a total of 12 12-strand 50/125 10G multimode fiber optic cables.
5	All installed fiber optic cables and Fiber Cabinets will be properly labeled.
6	All installed fiber optic cables are to be tested after installation and written confirmation for each fiber optic strand will be provided showing the testing was conducted and passed in accordance with EIA/TIA standards.

Terms:

<b>SPECIAL NOTE:</b> An onsite walk-thru of the Server Room is scheduled for <b>Thursday, July 19, 2012 at 1:00 pm</b> , it is advised that any contractor intending to present a proposal attend the walk-thru.
Installation during normal working hours of Monday through Friday, 7:00 am to 5:00 pm
<b>Provide proposal no later than close of business day, July 31, 2012</b>
<b>Installation completed no later than August 17, 2012.</b>

All questions regarding this scope should be directed to Dana L. Bethea, Contracting Officer, in writing to: [dana\\_bethea@cadc.uscourts.gov](mailto:dana_bethea@cadc.uscourts.gov) with a "cc" to Steve Kaplan at: [steve\\_kaplan@cadc.uscourts.gov](mailto:steve_kaplan@cadc.uscourts.gov)

## TERMS AND CONDITIONS

### Provisions and Clauses

#### 1) **Provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

#### 2) **Clause B-5 Clauses Incorporated by Reference (SEP 2010)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

The following judiciary clauses are incorporated by reference:

<b>Clause 3-3</b>	<b>Provisions, Clauses, Terms and Conditions - Small Purchases</b>	<b>APR 2011</b>
<b>Clause 6-20</b>	<b>Insurance - Work On or Within a Judiciary Facility</b>	<b>APR 2011</b>
<b>Clause 6-25</b>	<b>Insurance - Liability to Third Persons</b>	<b>JAN 2003</b>
<b>Clause 7-20</b>	<b>Security Requirements</b>	<b>APR 2011</b>

#### 3) **FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/index.html>

The following Federal Acquisition Regulation (FAR) Clauses, applicable to construction, are hereby incorporated by reference:

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.222-5	Davis Bacon Act - Secondary Site of the Work	JUL 2005
52.226-6	Davis Bacon Act	JUL 2005
52-227-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	JUN 2010
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination - Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.236-2	Differing Site Conditions	APR 1984
52-236-5	Material and Workmanship	APR 1984

52.236-7	Permits and Responsibilities	NOV 1991
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-21	Warranty of Construction	MAR 1994
52.249-10	Default (Fixed-Price Construction)	APR 1984

**4) FAR 52.228-13 Alternative Payment Protections**

- (a) The Contractor shall submit one of the following payment protections:

N/A

- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within   0   days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

**5) Incorporation of Department of Labor Service Contract Act Wage Rate Determination**

(SEE ATTACHED)

**6) Provision 3-5, Taxpayer Identification and Other Offeror Information (APR 2011)**

- (a) *Definitions.*

“Taxpayer Identification (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

- (d) *Taxpayer Identification Number (TIN):*

☐ TIN has been applied for.

☐ TIN is not required, because: \_\_\_\_\_

- ☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the federal government.

(e) *Type of organization:*

- ☐ sole proprietorship;
- ☐ partnership;
- ☐ corporate entity (not tax-exempt);
- ☐ corporate entity (tax-exempt);
- ☐ government entity (federal, state or local);
- ☐ foreign government;
- ☐ international organization per-26 CFR 1.6049-4;
- ☐ other \_\_\_\_\_.

(f) *Contractor representations.*

The offeror represents as part of its offer that it is 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

☐ Women Owned Business

☐ Minority Owned Business (if selected then one sub-type below is required)

☐ Black American Owned

☐ Hispanic American Owned

☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

☐ Individual/concern, other than one of the preceding.

(end)

(End of provision)

[ATTACHMENT NO. 1 - WAGE DETERMINATION](#)

[ATTACHMENT NO. 2 - DRAWING - SERVER ROOM](#)

[ATTACHMENT NO. 3 - DRAWING - IDF ROOMS](#)